

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION AGENDA**

Tuesday, March 6, 2012

Horace Greeley High School

Convene meeting at 6:30 p.m., which we anticipate will go into Executive session to discuss employee contract negotiations.

Reconvene public session at 8:15 p.m.

Presentation: Curriculum Budget
Athletics Budget

1. Information Business Affairs

- 1.1 President's Report
 - 1.1.1 Legislative Action Report - for further discussion
- 1.2 Superintendent's Report

Questions and Comments

We welcome public inquiries, and in respect for each other's time, we ask that you limit your inquiry to three minutes. Board members may be contacted via email or phone.

2. Organization

- 2.1 Second reading: Concussion Management Policy
- 2.2 Second reading revision: Policy 7000 Community Use of School District Facilities
- 2.3 Second reading revision: Regulation 7000 Building Usage Fees 2012-2013 (effective July 1, 2012)

3. Approvals

4. Recommended Action: Personnel

4.1 Instructional

Resolution:

"BE IT RESOLVED that, the Board of Education hereby authorizes the attached Agreements for Services for the individuals and agencies listed below effective for the 2011/2012 school year, or earlier at the discretion of the Board of Education":

Judy Bernstein,
Sandra Kowalski, and
Wendy Phelps.

Appointment: Part Time

Mr. Anthony Castagna, Athletic Coordinator, District wide, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Appointment: Coaching

Mr. Tom Kehrer, 9th Grade Boys' Baseball, Horace Greeley High School, effective March 26, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Seth Upson, 9th Grade Boys' Lacrosse, Horace Greeley High School, effective March 26, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Matthew Ketterer, Varsity Track, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Robert Herodes, Junior Varsity Tennis, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Ms. Angela Russo, Junior Varsity Girls' Lacrosse, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Ms. Annamarie Marasco, Varsity Girls' Lacrosse, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Anthony Marino, Varsity Baseball, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Joseph Kearns, Varsity Baseball Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Robert Clark, Junior Varsity Boys' Tennis, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Ms. Grace McKenna, Varsity Girls' Lacrosse Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. William Woolard, Junior Varsity Boys' Lacrosse, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Bennett Romney, Varsity Boys' Tennis, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Dave Fernandes, Varsity Girls' Softball Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Ms. Gina Gomes, Varsity Softball, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Vincent DeGregorio, Varsity Boys' Lacrosse, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Brady Kittredge, Varsity Boys' Golf, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Mr. Charles Schulster, Varsity Track Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

Appointment: Volunteer Coaching

Mr. Frank Branca, Varsity Boys' Lacrosse Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

4.2 Non-instructional

5. Recommended Action: Other

- 5.1 Approve CSE summaries reported to the Board on March 2, 2012
- 5.2 Approve 2011-12 contract for educational services with Union Free School District of the Tarrytowns for attached list of 28 students @ \$673 per pupil.
- 5.3 Approve 2011-12 contract for educational services with Ossining Union Free School District for two students at a rate of \$803.47 per pupil.

6. Facilities

7. Financials

- 7.1 Tabled from 2-28
Bid #850 - Environmental Services & Maintenance- Conklin Services & Construction, Inc.
A) one lump sum for quarterly inspections at \$1,450 per each of 5 buildings B) time & material cost for one year (no increase since 2010-11)

8. Notice of Future Meetings -

Tuesday, March 13, 2012, Board meeting/Work session at Horace Greeley High School
Presentation: Technology/Special Education

9. Adjournment

Any person who seeks accommodation based upon disability should contact: District Clerk,
Theresa Markley at 238-7225, at least five days prior to the meeting.
Chappaqua Board of Education
Education Center -- 66 Roaring Brook Road
Chappaqua, NY 10514

Board meetings are public meetings, videotaped and available on the district website.
web: www.chappaqua.k12.ny.us/ccsd

email: board@ccsd.ws

PLEASE TURN OFF ALL CELL PHONES AND PAGERS DURING MEETING

WESTCHESTER-PUTNAM SCHOOL BOARDS ASSOCIATION

2012 LEGISLATIVE PRIORITIES

Unfunded and underfunded NYS mandates must be reformed NOW in order to reduce school district expenditures, ease the local tax burden, and put our students first.

REVIEW AND MODIFY UNFUNDED/UNDERFUNDED MANDATES

- Examine current mandates and refer to Legislature and Executive agencies for modification and repeal.
- Require a review of any potential new mandate, including a comprehensive cost and funding source analysis with local input, to ensure it is neither unsound nor onerous.

MAKE THE PENSION SYSTEM PREDICTABLE AND AFFORDABLE

- Restore TRS and ERS employee contribution requirements by revoking the 2000 pension enhancement legislation for Tiers III and IV, thereby providing immediate relief for school districts.
- Establish a Tier VI that includes a defined contribution plan option (similar to CUNY/SUNY) or a hybrid plan.

ESTABLISH MAXIMUM HEALTH INSURANCE CONTRIBUTION FOR EMPLOYERS

- Control health care premium costs with a statewide plan and limits on employer contributions.

ELIMINATE SENIORITY AS THE SOLE FACTOR IN LAYOFF DETERMINATIONS.

- Last In, First Out (LIFO) should not be mandated as the sole determinant when reducing tenured staff.

FREEZE STEP INCREASES WHEN CONTRACTS EXPIRE

- Salary step increases should be frozen when no contract is in place.

ALIGN NYS SPECIAL EDUCATION LAWS WITH FEDERAL LAWS

- Reduce the costs associated with special education by eliminating many of the 200+ state laws and regulations that exceed federal IDEA requirements.
- Amend NYS law to shift burden of proof from schools to parents, aligning with US Supreme Court decision.

STREAMLINE BUS TRANSPORTATION REQUIREMENTS

- Reduce mileage limits for private school out-of-district transportation from 15 to 5 miles.
- Limit special education out-of-district transportation when Free Appropriate Education (FAPE) is provided.
- Allow consolidation of services under established contracts.

REVAMP RATE-SETTING FOR SPECIAL ACT SCHOOL DISTRICTS

- Modify NY special act public school district rate-setting process to allow special act districts to bill based on current costs (similar to BOCES), and ensure appropriate funding to serve a high-need student population.

WPSBA supports the mandate relief platforms that have been developed by the Lower Hudson Council of School Superintendents, New York State School Boards Association (NYSSBA), and the *Let New York Work* Consortium.

WESTCHESTER-PUTNAM SCHOOL BOARDS ASSOCIATION

50 Years Strong for Public Education

Directions: Replace the WPSBA header with your school district letterhead, insert your district name, the mandate information and the requisite signatures. Complete one resolution per mandate- by Statute, each school district can submit up to three mandates to the Mandate Relief Council per year.

Be it resolved by the _____ School District that mandate relief must be addressed by the New York State Legislature as school districts implement the property tax levy limit.

WHEREAS, New York State leads the nation in local property taxes, in large part because New York leads the nation in imposing unfunded state mandates upon our local municipalities and school districts; and

WHEREAS, in response to New York's property tax crisis, the Governor and members of the New York State Legislature enacted legislation imposing a limit on the annual growth of the local school tax levy; and

WHEREAS, New York State school districts are under unprecedented funding shortfalls due to three years of frozen Foundation Aid, last year's \$1.2 billion aid cut, expiration of federal stimulus aid and revenue restrictions under the tax levy limit, which goes into effect for the 2012-13 school year, and

WHEREAS, unfunded and underfunded state mandates continually increase the obligations and expenditures of local public school districts, and a property tax levy limit without significant mandate reform will inescapably lead to drastic cuts in essential local school district programs and services, as well as significant layoffs of school district employees, and in some cases outright insolvency, in New York State school districts; and

WHEREAS, the cumulative impact of satisfying unfunded and underfunded mandates diverts local money from our school district's top priority of student learning,

THEREFORE, BE IT RESOLVED,

that we the members of the Board of Education of the _____ School District join fellow school board members in Westchester and Putnam Counties in affirming the obligation of the Governor of the State of New York and the members of the New York State Senate and New York State Assembly, to reform mandates that are unsound, unduly burdensome or costly, and thereby lead to high property taxes in New York.

BE IT FURTHER RESOLVED that, in accordance with Article 24, Executive Law §666, which establishes a Mandate Relief Council, the _____ School District asks, by resolution of its governing body, that the Mandate Relief Council review the following mandate to determine whether the specific statute, regulation, rule or order of state government is an unfunded mandate or is otherwise unsound, unduly burdensome or costly so as to require that it be eliminated or reformed:

[NOTE: the language in above clause is taken directly from the statute. Please list the mandate here, including specific statute, regulation, rule or order of state government. Attach district (as well as any regional/state) data and a narrative to support why your district deems that this is "an unfunded mandate or is otherwise unsound, unduly burdensome or costly so as to require that it be eliminated or reformed"]

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Governor, Senate Majority and Minority Leaders, Assembly Speaker and Minority Leader, and the members of the State Senate and Assembly representing Westchester and Putnam Counties.

CONCUSSION MANAGEMENT POLICY – February, 2012, rev. Feb. 7, 2012

Introduction

School athletic programs, intramural sports and physical education classes are an important part of the educational experience in the Chappaqua Central School District. It is paramount that the Board of Education insures that these experiences are as safe as possible for our student (athletes.) We recognize that mild traumatic brain injuries, also referred to as concussions, in young people can have long-term, substantial and devastating impacts. The District shall establish guidelines in an effort to protect our students and reduce the risk of long-term health complications.

Concussion Management Team

The District shall establish a Concussion Management Team consisting of the Director of Physical Education and Athletics, the School District's Medical Directors, a School Nurse, and the Athletic Trainer. The team shall oversee the implementation of any regulations approved by the Superintendent of Schools, including the training of staff, the provision of information to parents, and the utilization of technology, including baseline neurocognitive testing for contact sports.

Removal from Athletic Activities

Any pupil believed to have sustained or who has sustained a traumatic brain injury will be immediately removed from athletic activities. If there is any doubt as to whether a student has sustained a concussion, it shall be presumed that he/she has until proven otherwise. No student shall resume athletic activity until he/she has been symptom free for at least 24 hours and has been evaluated by and received written and signed authorization from a licensed physician or health care provider.

No student will be allowed to return to play on the same day of a concussion, regardless of the circumstances and shall be made aware that concussions may cause lifetime impairments. Student-athletes who have suffered from multiple concussions during a season will be handled on a case-by-case basis. Those with two (2) concussions will require additional rest and may be held out for the season. Those suffering three (3) concussions in a school year will be disqualified from participating in contact and collision sports until cleared by a neurologist."

For the safety of the student-athlete, the School District reserves the right under New York State Law to ban an athlete from competition regardless of medical clearance. Should a dispute arise the School Medical Directors have the authority to make the final decision on an athlete's return to play.

Training

On a biennial basis, all school coaches, physical education teachers, nurses and athletic trainers shall receive training on recognizing the symptoms of concussions and mild traumatic brain injuries, how such injuries may occur, how to prevent them, and how to implement the guidelines for a student's return to play. Coaches shall be required to meet with team members at the commencement of each season to discuss the signs and symptoms of concussions and the importance of reporting any such symptoms immediately to the appropriate staff.

COMMUNITY USE OF SCHOOL DISTRICT FACILITIES

Statement of Purpose:

While the District's school buildings and grounds exist for the purpose of educating students within the District, the Board of Education recognizes that the buildings and grounds are a valuable community resource which should be made available to the community for specific uses that will not interfere with educational activities. Where such use of school facilities by community groups results in increased costs to maintain and operate the facilities, the school shall charge a reasonable fee to offset such costs. Failure to charge for such costs could otherwise be deemed to violate the state constitutional prohibition against gifts of public funds. To this end, the Board sets forth the community use of school facilities consistent with the policy described below.

It is the policy of the Chappaqua Central School District that no group or organization shall be permitted to use District facilities pursuant to Section 414 of the New York State Education Law if such group or organization has a policy or practice which discriminates against any person on the basis of race, color, creed, national origin, religion, disability, sex, age, marital status, military status, genetic predisposition or carrier status, or sexual orientation until such time as these discriminatory policies or practices are discontinued.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity, group or organization, nor the purposes they represent.

Conditions of Use:

The Board of Education retains the right to authorize the use of school facilities for other than school purposes under guidelines established pursuant to Education Law Section 414. Users of District facilities shall be subject to the policies of the Board of Education and the rules, regulations and conditions set forth by the Superintendent. Such conditions include but are not limited to the following:

- Community use shall only be at such times as the facilities are not in use for District curricular or extracurricular activities, or does not interfere in any way with the use of District facilities and equipment by the District. If school facilities are closed for emergency or weather-related reasons community use of school facilities shall be presumed cancelled. The District reserves the exclusive, non-reviewable right to make such determination. **The District also reserves the right to cancel or deny any group's event due to maintenance or repair needs.**
- School affiliated organizations and activities, as well as use by the Town of New Castle under the terms of any Agreement entered into between the Town and the District, shall have priority over use by other community groups and organizations, except in extenuating circumstances.
- The District shall consider requests for use of specific space or locations, but reserves the right to determine the appropriate assignment or limit the availability of District facilities.

- Users of District facilities or services shall be required to remain within areas designated by the approved use permit.
- Presence or use of non-district equipment must be approved in advance by the District and may require District supervision at an additional fee. *All groups, including the Town of New Castle will be required to pay an additional fee for equipment use as per the facilities use fee schedule.*
- The use of District facilities, including school buildings, shall not include the use of the District's phone lines, computer lines and/or equipment such as computer, faxes or copying machines, without express permission from the *Superintendent or designee.* ✓ *added 2/28/02*
- Use of District facilities shall only be permitted where the organization provides the District timely evidence of adequate insurance coverage as determined by the District to save the District harmless from all liability, property damage, personal injuries and/or medical expenses. The District reserves the exclusive, non-reviewable right to determine what constitutes adequate insurance coverage for each proposed use.
- All applications for use of school facilities shall be made electronically on the district web site and submitted in accordance with the administrative regulation.
- *All groups must provide proof of non-profit status when submitting requests for facilities use.*

Prohibited Uses:

District Facilities are specifically prohibited:

- Use of facilities or grounds by any person or profit-making organization for personal or private gain, financial or otherwise, unless in the judgement of the Superintendent such use serves a valid educational purpose.
- Social, civic or recreational meetings, entertainments or uses pertaining to the welfare of the community that are exclusive and not open to the general public.
- **Meetings, entertainment or uses where admission fees are charged**, unless the proceeds thereof are to be expended for an educational or charitable purpose and such meetings, entertainment or uses are approved by the Superintendent.
- Meetings, entertainment or uses where admission fees are charged if such meetings, entertainment or uses are under the exclusive control of, and the proceeds are to be applied towards the benefit of a society, or of a fraternal, secret or exclusive society or organization, other than any organization of veterans, volunteer firemen or ambulance workers. Users outside the geographic area of the school district cannot use the facilities.
- Any use prohibited by law.
- Notwithstanding anything herein to the contrary, the Board of Education reserves the right to deny the use of school grounds and facilities to anyone if, in the opinion of the Board, it would not be in the best interest of the District.

Schedule of Fees:

The Board of Education, upon the recommendation of the Superintendent, shall approve the Schedule of Fees for the Community Use of District Facilities, effective at the beginning of each fiscal year. Such schedule shall include fees for usage, custodial services and supervising personnel when applicable.

- When the District determines that the nature of an organization's use or activities requires specific custodial services, including, but not limited to set up and clean up beyond normal custodial duties, or when the use or activity occurs outside of regular custodial hours, the District shall charge for such custodial services insert as set forth in the Schedule of Fees.
- Users of school facilities shall be held responsible for any damage to school facilities and/or loss and damage to school property and charged accordingly.
- Usage fees shall be charged for the requested use of specific facilities such as theatre/auditorium at Horace Greeley High School and Seven Bridges Middle School; gyms, kitchens, and fields pursuant to the Schedule of Fees.
- While the District makes its buildings and fields available for use of community organizations through its agreement with the Town of New Castle, any exception requires advanced approval of the Superintendent or his designee. **All groups going through the Town of New Castle to use school district buildings or grounds must comply with all rules within the school district policy. Including non-profit status, geographic location and charging admission to their event.**
- Where, in the opinion of the District, the requested use of District facilities requires special equipment or supervision, the District reserves the right to deny such use, or in the alternative, to condition such use upon the applicant's payment of any costs associated with the use of special equipment or supervision. Special District equipment such as that located in the theaters or kitchens shall only be operated by District authorized personnel.
- The Superintendent reserves the right to waive the user fees associated with any building or field usage for school affiliated organizations or activities and/or the requirement to hire authorized District personnel through the District for theater productions conducted by school affiliated organizations. The Board of Education may establish a separate payment schedule for the Town of New Castle pursuant to the terms of an agreement with the Town.

The District will not permit the use of its buildings or grounds by groups who have outstanding invoices due.

Late fees will be charged for outstanding invoices as per the fee schedule set by the Board of Education.

Regulations: The Superintendent shall issue **regulations** and publish such forms as are necessary to ensure the implementation of this policy.

Adopted by Board of Education

Date: November 5, 1962

Revised: October 24, 1974

December 9, 1974

December 8, 1992

February 7, 2006

November 21, 2006

January 29, 2008

October 27, 2011

Cross reference

**7025 Rules and Regulations for the Maintenance of
Public Order on School Property**

7030 Smoking Prohibition

7015 Parking and Curb Cut

1005 Conducting Public Business with Civility

7020 Use of School Buildings for Political Meetings

BUILDING USAGE FEES 2011-2012 2012-2013
(Effective ~~July 1, 2011~~ July 1, 2012)

**Theater & Auditorium
Usage Fee**

~~\$100 for the first 3 hours per day~~
~~\$25 per hour for each additional hour per day~~
\$60.00 per hour

Kitchen Usage Fee

\$25 per hour

Gym Usage Fee

\$20 per hour single court
\$25 per hour double court
\$30 per hour ABCDEF gyms at Horace Greeley

Commons & Cafeteriums

\$50.00 per event (One day event)

Classroom fee

\$20 per event

Field Usage Rate

~~\$75 per event (2 hour maximum);~~
~~\$40 per hour for each additional hour per day~~
\$60.00 per hour

Personnel Rate

Custodial Rate \$59 \$61 per hour (3-hour minimum)
Kitchen Staff Rate \$45 \$46 per hour (3-hour minimum)
Theater Sound & Lighting \$64 \$55 per hour (4-hour minimum)

Holidays

Custodial Rate \$78 \$80/per hour (3-hour minimum)
Kitchen \$45 \$46 per hour
Theater Sound & Lighting \$64 \$55 per hour (4-hour minimum)

Equipment charges

Field equipment such as Lacrosse & soccer nets and football equipment (one day event fee) \$40 per event
Gym volleyball equipment \$40 per event (one day event fee)
Gym Basketball equipment \$20.00 per event
Score board use \$10.00 per event

Setup fee

Set up fee \$40 per event

Late payment Fee

After 90 days of overdue payment for facilities use a 3% per month fee will be added to the invoice.

**CHAPPAQUA CENTRAL SCHOOL DISTRICT
EDUCATION CENTER
HUMAN RESOURCES OFFICE**

March 6, 2012
Encl.# 4.1

MEMORANDUM

TO: Lyn McKay

FROM: Paul C. Citarella

DATE: March 1, 2012

RE: Personnel Recommendations for Board of Education Agenda,
March 6, 2012

The following instructional staff recommendations are presented for Board consideration and approval at the March 6, 2012 meeting.

Resolution:

“BE IT RESOLVED that, the Board of Education hereby authorizes the attached Agreements for Services for the individuals and agencies listed below effective for the 2011/2012 school year, or earlier at the discretion of the Board of Education”:

Judy Bernstein,
Sandra Kowalski, and
Wendy Phelps.

Appointment: Part Time

Mr. Anthony Castagna, Athletic Coordinator, District wide, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), \$4,170.

Appointment: Coaching

Mr. Tom Kehrer, 9th Grade Boys' Baseball, Horace Greeley High School, effective March 26, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 2, \$4,825.

Mr. Seth Upson, 9th Grade Boys' Lacrosse, Horace Greeley High School, effective March 26, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$5,364.

Mr. Matthew Ketterer, Varsity Track, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$8,713.

Mr. Robert Herodes, Junior Varsity Tennis, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$5,364.

Ms. Angela Russo, Junior Varsity Girls' Lacrosse, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$6,702.

Ms. Annamarie Marasco, Varsity Girls' Lacrosse, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$9,386.

Mr. Anthony Marino, Varsity Baseball, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$8,713.

Mr. Joseph Kearns, Varsity Baseball Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$6,035.

Mr. Robert Clark, Junior Varsity Boys' Tennis, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$5,364.

Ms. Grace McKenna, Varsity Girls' Lacrosse Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 2, \$6,035.

Mr. William Woolard, Junior Varsity Boys' Lacrosse, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$6,702.

Mr. Bennett Romney, Varsity Boys' Tennis, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$6,702.

Mr. Dave Fernandes, Varsity Girls' Softball Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$6,035.

Ms. Gina Gomes, Varsity Softball, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$8,713.

Mr. Vincent DeGregorio, Varsity Boys' Lacrosse, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$9,386.

Mr. Brady Kittredge, Varsity Boys' Golf, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$5,364.

Mr. Charles Schulster, Varsity Track Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education), Step 3, \$6,702.

Appointment: Volunteer Coaching

Mr. Frank Branca, Varsity Boys' Lacrosse Assistant, Horace Greeley High School, effective March 12, 2012 through June 8, 2012 (or earlier at the discretion of the Board of Education).

<u>ID</u>	<u>To BOE</u>	<u>Year</u>
602625	3/6/2012	2011-12
700716	3/6/2012	2011-12
600952	3/6/2012	2011-12
701685	3/6/2012	2011-12
701651	3/6/2012	2011-12
600424	3/6/2012	2011-12
601191	3/6/2012	2011-12
701361	3/6/2012	2011-12
602123	3/6/2012	2011-12
602747	3/6/2012	2011-12
601780	3/6/2012	2011-12
602320	3/6/2012	2011-12

**UNION FREE SCHOOL DISTRICT OF THE TARRYTOWNS
200 NORTH BROADWAY, SLEEPY HOLLOW, NY 10591
(914) 631-9401 – FAX (914) 332-6542**

**2011 - 2012
Contract for Health and Welfare Services**

This agreement made in duplicate this 13th Day of February 2012 – Chappaqua Central School District “The School District of Residence” and party of the first part; and, the Union Free School District of the Tarrytowns Board of Education of Sleepy Hollow, Westchester County, New York, party of the second part.

WITNESSETH, THAT WHEREAS the “School District of Residence”, party of the first part, has been duly empowered by the provisions Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending schools in the Union Free School District of the Tarrytowns, Westchester County, New York to begin on *September 1, 2011* and end on *June 30 2012*.

NOW, THEREFORE, the “School District of Residence” agrees to pay the Union Free School District of the Tarrytowns, the sum of \$673 per pupil for health services to be provided under Section 912 of the Educational Law to 28 children residing in the “School District of Residence” and attending schools in the Union Free School District of the Tarrytowns, Westchester County, New York.

AND the party of the second part agrees with the party of the first part (“School District of Residence”) as follows:

1. That the health and welfare provided under Section 912 of the Education Law shall consist of the following:
 - Physician Services
 - Dentist Services
 - Dental Hygienist Services
 - Nurse Services
 - Speech Correctionist Services
 - School Psychologist Services
 - School Social Services

Such services may include, but are not limited to all services performed by a physician, dentist, nurse, school social worker or school speech correctionist, and may also include dental prophylaxis, vision and hearing test, the taking of medical histories and the administration of health screening tests, the maintenance of cumulative health records and the administration of emergency care programs for ill or injured pupils.

2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public schools: Supplies and equipment for use by physician, nurse, dental hygienist, dentist, psychologist, social worker, speech correctionist, (i.e., scales, vision and hearing testing devices, health record forms

Supplies and equipment for use by physician, nurse, dental hygienist, dentist, psychologist, social worker, speech correctionist, (i.e., scales, vision and hearing testing devices, health record forms, first aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the Superintendent of Schools.

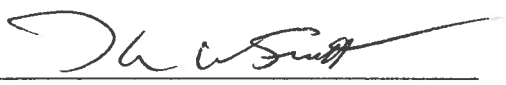
In Witness Whereof, the parties have here unto set their hands the day and year above written:

President or Trustee Board of Education

Chappaqua Central School District

Trustee or District Clerk

Chappaqua Central School District



Howard Smith, Superintendent – UFSD of the Tarrytowns



B. Joseph Lillis, Board of Education President – UFSD of the Tarrytowns

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is made this 24th day of August, 2011, by and between the BOARD OF EDUCATION, OSSINING UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT PROVIDING SERVICES"), as the party of the first part, having its principal place of business at 190 CROTON AVENUE, OSSINING, NEW YORK 10562, and the BOARD OF EDUCATION OF CHAPPAQUA CENTRAL SCHOOL DISTRICT ("hereinafter referred to as the "SCHOOL DISTRICT RECEIVING SERVICES") as the party of the second part, having its principal place of business at 66 ROARING BROOK ROAD, CHAPPAQUA, NY 10514

WITNESSETH

WHEREAS, the School Districts who are the parties to this Agreement are duly empowered by Section 912 of the Education Law to enter into a contract for the purpose of providing and/or receiving health and welfare services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **DEFINITIONS:** For the purposes of this Agreement,
 - a. "SCHOOL DISTRICT PROVIDING SERVICES" shall mean the School District in which the nonpublic school which has requested health and welfare services is located.
 - b. "SCHOOL DISTRICT RECEIVING SERVICES" shall mean the School District that is contracting for health and welfare services for its resident students who attend a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES.
2. This Agreement shall take effect on the 24th day of August, 2011, for the period of September 6, 2011 through June 22, 2012, and terminate on June 22, 2012, unless terminated earlier in accordance with the terms set forth herein.
3. If requested by a nonpublic school located within the SCHOOL DISTRICT PROVIDING SERVICES, such School District shall provide health and welfare services to the pupils who attend such non-public school equivalent to the health and welfare services that it provides to the public school pupils enrolled in the SCHOOL DISTRICT PROVIDING SERVICES. Such services may include, but are not limited to all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, or nurse practitioner, and may also include dental prophylaxis, vision and hearing screening examinations, the taking of medical histories and the administration of health screening

SCHOOL DISTRICT PROVIDING SERVICES at the rate of \$803.47 per student provided to 2 student/s for the period of September 2011 through June 2012.

7. THE SCHOOL DISTRICT PROVIDING SERVICES shall immediately notify the SCHOOL DISTRICT RECEIVING SERVICES if a student is no longer receiving the services described herein. Upon such notification, payment for students removed shall be pro-rated for the period of time services were provided to the student.
8. The SCHOOL DISTRICT RECEIVING SERVICES shall obtain whatever releases or other legal documents are necessary in order that the SCHOOL DISTRICT PROVIDING SERVICES may render full and complete performance of the obligations set forth in this Agreement. It is understood and agreed by the parties to this Agreement that the full responsibility for obtaining such clearances rests on the SCHOOL DISTRICT RECEIVING SERVICES.
9. Both parties to this Agreement agree to provide the State access to all relevant records which the State requires to determine either the SCHOOL DISTRICT PROVIDING SERVICES'S or the SCHOOL DISTRICT RECEIVING SERVICES'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. Both parties further agree to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the record retention requirements for such materials and records.
10. Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
11. Both parties to this Agreement, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information and they shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly, with third parties, except as provided for in this Agreement. It is further agreed that any information received by the parties, their employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of their employees, agents, clients and/or students will be treated by the parties, their employees and agents, in full confidence and will not be revealed to any other persons, firms or organizations. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA").
12. This Agreement may be terminated by either party to the other party upon thirty (30) days' written notice to the other party in accordance with the Education Law. In the event of such termination, the parties will adjust the accounts due and the SCHOOL DISTRICT PROVIDING SERVICES will undertake no additional expenditure not

authority to enter into this Agreement on behalf of the SCHOOL DISTRICT RECEIVING SERVICES and bind the SCHOOL DISTRICT RECEIVING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT RECEIVING SERVICES in accordance with terms.

19. The undersigned representative of the SCHOOL DISTRICT PROVIDING SERVICES hereby represents and warrants that the undersigned is an officer, director, or agent of the SCHOOL DISTRICT PROVIDING SERVICES with full legal rights, power, and authority to enter into this Agreement on behalf of the SCHOOL DISTRICT PROVIDING SERVICES and bind the SCHOOL DISTRICT PROVIDING SERVICES with respect to the obligations enforceable against the SCHOOL DISTRICT PROVIDING SERVICES in accordance with terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth above.

By: _____
SUPERINTENDENT OF SCHOOLS,
Ossining Union Free School District
(PROVIDING SCHOOL DISTRICT)

Date: _____

By: _____
PRESIDENT, BOARD OF EDUCATION
Ossining Union Free School District
(PROVIDING SCHOOL DISTRICT)

Date: _____

By: _____
SUPERINTENDENT OF SCHOOLS,
District: CHAPPAQUA CENTRAL SCHOOL DISTRICT
(RECEIVING SCHOOL DISTRICT)

Date: _____

**AGREEMENT FOR SERVICES
2011/2012**

BY AND BETWEEN THE CHAPPAQUA CENTRAL SCHOOL DISTRICT, Chappaqua, New York, hereinafter referred to as the "District" and

Name: **Ms. Judy Bernstein**

Address:

Hereinafter referred to as the "Independent Contractor;"

WHEREAS, the District desires to engage the services of the Independent Contractor under the following terms and conditions:

1. The Independent Contractor shall provide NYS exam scoring.
2. The term of this agreement is for the 2011/2012 school year.
3. The Independent Contractor shall be compensated for the above-described services as follows:
 - A. Fee of \$110/per day
 - B. The Independent Contractor is free to engage in other service relationships during the term of this contract.
4. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Independent Contractor will be an independent contractor and not the District's employee, for all purposes, including but not limited to the application of the Fair Labor Standards Act, minimum wage and overtime payment, Federal Insurance Contribution Act (FICA), the Social Security Act, the Federal Unemployment Tax, the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers' Compensation Law, the New York State Unemployment Insurance Law and any other payments and contributions, including contributions to a retirement system or plan.

5. The Independent Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the service activities and responsibilities hereunder. The District does not select, control or approve the officers or employees of the Independent Contractor. The Independent Contractor agrees to be a separate and independent enterprise from the District who has full opportunity to find other business. The District does not engage the Independent Contractor exclusively nor does it restrict the Independent Contractor from engaging in regular business with anyone of his choosing. The District does not fix the compensation or hours of the work of the officers or employees of the Independent Contractor. The District shall not be liable for any obligation incurred by the Independent Contractor, if any, including but not limited to unpaid minimum wages and/or overtime premiums or any taxes to be paid on behalf of officers or employees of the Independent Contractor. The District shall not be liable for any damages to persons or property by the Independent Contractor.
6. The Consultant shall defend, indemnify and hold harmless the Chappaqua Central School District, its officers, employees and agents, from any claims, liabilities, suits, proceedings and actions, of whatever name and nature, as the same may relate, in any manner, to the services provided by Consultant, its employees and agents, to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, suit, proceeding or action in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Consultant may deem said claim, liability, suit, proceeding or action frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible to as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by Consultant to the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).
7. Any additional written services to be provided by the Independent Contractor shall be pursuant to written agreement between the District and the Independent Contractor.
8. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

DATED:

THE DISTRICT

BY: _____
President, Board of Education

THE INDEPENDENT CONTRACTOR

BY: Judith Bernstein 2/12/12

**AGREEMENT FOR SERVICES
2011/2012**

BY AND BETWEEN THE CHAPPAQUA CENTRAL SCHOOL DISTRICT, Chappaqua, New York, hereinafter referred to as the "District" and

Name: **Ms. Sandra Kowalski**

Address:

Hereinafter referred to as the "Independent Contractor;"

WHEREAS, the District desires to engage the services of the Independent Contractor under the following terms and conditions:

1. The Independent Contractor shall provide NYS exam scoring.
2. The term of this agreement is for the 2011/2012 school year.
3. The Independent Contractor shall be compensated for the above-described services as follows:
 - A. Fee of \$110/per day
 - B. The Independent Contractor is free to engage in other service relationships during the term of this contract.
4. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Independent Contractor will be an independent contractor and not the District's employee, for all purposes, including but not limited to the application of the Fair Labor Standards Act, minimum wage and overtime payment, Federal Insurance Contribution Act (FICA), the Social Security Act, the Federal Unemployment Tax, the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers' Compensation Law, the New York State Unemployment Insurance Law and any other payments and contributions, including contributions to a retirement system or plan.

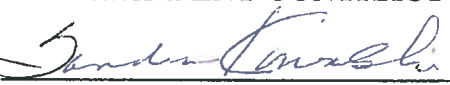
5. The Independent Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the service activities and responsibilities hereunder. The District does not select, control or approve the officers or employees of the Independent Contractor. The Independent Contractor agrees to be a separate and independent enterprise from the District who has full opportunity to find other business. The District does not engage the Independent Contractor exclusively nor does it restrict the Independent Contractor from engaging in regular business with anyone of his choosing. The District does not fix the compensation or hours of the work of the officers or employees of the Independent Contractor. The District shall not be liable for any obligation incurred by the Independent Contractor, if any, including but not limited to unpaid minimum wages and/or overtime premiums or any taxes to be paid on behalf of officers or employees of the Independent Contractor. The District shall not be liable for any damages to persons or property by the Independent Contractor.
6. The Consultant shall defend, indemnify and hold harmless the Chappaqua Central School District, its officers, employees and agents, from any claims, liabilities, suits, proceedings and actions, of whatever name and nature, as the same may relate, in any manner, to the services provided by Consultant, its employees and agents, to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, suit, proceeding or action in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Consultant may deem said claim, liability, suit, proceeding or action frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible to as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by Consultant to the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).
7. Any additional written services to be provided by the Independent Contractor shall be pursuant to written agreement between the District and the Independent Contractor.
8. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

DATED:

THE DISTRICT

BY: _____
President, Board of Education

THE INDEPENDENT CONTRACTOR

BY: 
2/12/12

AGREEMENT FOR SERVICES
2011/2012

BY AND BETWEEN THE CHAPPAQUA CENTRAL SCHOOL DISTRICT, Chappaqua, New York, hereinafter referred to as the "District" and

Name: **Ms. Wendy Phelps**

Address: **S**

Hereinafter referred to as the "Independent Contractor;"

WHEREAS, the District desires to engage the services of the Independent Contractor under the following terms and conditions:

1. The Independent Contractor shall provide NYS exam scoring.
2. The term of this agreement is for the 2011/2012 school year.
3. The Independent Contractor shall be compensated for the above-described services as follows:
 - A. Fee of \$110/per day
 - B. The Independent Contractor is free to engage in other service relationships during the term of this contract.
4. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Independent Contractor will be an independent contractor and not the District's employee, for all purposes, including but not limited to the application of the Fair Labor Standards Act, minimum wage and overtime payment, Federal Insurance Contribution Act (FICA), the Social Security Act, the Federal Unemployment Tax, the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers' Compensation Law, the New York State Unemployment Insurance Law and any other payments and contributions, including contributions to a retirement system or plan.

5. The Independent Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the service activities and responsibilities hereunder. The District does not select, control or approve the officers or employees of the Independent Contractor. The Independent Contractor agrees to be a separate and independent enterprise from the District who has full opportunity to find other business. The District does not engage the Independent Contractor exclusively nor does it restrict the Independent Contractor from engaging in regular business with anyone of his choosing. The District does not fix the compensation or hours of the work of the officers or employees of the Independent Contractor. The District shall not be liable for any obligation incurred by the Independent Contractor, if any, including but not limited to unpaid minimum wages and/or overtime premiums or any taxes to be paid on behalf of officers or employees of the Independent Contractor. The District shall not be liable for any damages to persons or property by the Independent Contractor.
6. The Consultant shall defend, indemnify and hold harmless the Chappaqua Central School District, its officers, employees and agents, from any claims, liabilities, suits, proceedings and actions, of whatever name and nature, as the same may relate, in any manner, to the services provided by Consultant, its employees and agents, to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, suit, proceeding or action in which the District, its officers, employees and agents may be named as a party (except for negligent acts and omissions of the District), notwithstanding that the Consultant may deem said claim, liability, suit, proceeding or action frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible to as to insulate the District from any liability or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by Consultant to the District pursuant to this Agreement (but not for the negligent acts or omissions of the District, its officers, employees and agents).
7. Any additional written services to be provided by the Independent Contractor shall be pursuant to written agreement between the District and the Independent Contractor.
8. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

DATED:

THE DISTRICT

BY: _____
President, Board of Education

THE INDEPENDENT CONTRACTOR

BY: *Wendy Phelps*

Added from: February 28, 2012
Encl.# 7.8
L DISTRI March 6, 2012
Encl.# 7.1

March 6, 2012
Encl.# 7.1

School Year 2011/2012

Examined & Recommended by:

Examined & Recommended by:

John Chow, Assistant Supt. for Business

Company			Items	Amount
CONKLIN SERVICES & CONSTRUCTION, INC.:				
A) One Lump Sum for Quarterly Inspections			1	\$1,450.00 Per Bldng. (5 Bldngs.)
B) Time & Material Cost for One (1) Year			Various	Various
ADDITIONAL NOTE: RENEWAL IS AT A 0.00% INCREASE.				
				Cost \$7,250.00 + Time & Materials

Number of Bids Sent: 8



CONKLIN SERVICES & CONSTRUCTION INC.

94 Stewart Avenue · PO Box 7418 · Newburgh, NY 12550

(845) 561-1512 · Fax (845) 561-1204

www.pumpandtank.com

January 30, 2012

Chappaqua Central School District
Mr. Joseph Gramando
438 Bedford Road
Chappaqua, NY 10514

Re: Labor Rates.

Dear Mr. Gramando,

CSC is please to inform you that there will be no increase in labor rates for this coming year. The labor rates will be same as last year. If you have any questions, please feel free to contact me.

Sincerely,

Conklin Services & Construction.

Richard Fischer
Compliance Manager

Cc:
File

BOARD OF EDUCATION

CHAPPAQUA CENTRAL SCHOOL DISTRICT
P.O. Box 21, Chappaqua, New York, 10514

BID FORM AND SPECIFICATIONS

NAME OF BIDDER CONKLIN Services + Construction Inc.
BUSINESS ADDRESS 94 STUART Ave, NEWBURGH, NY 12550
TELEPHONE NUMBER 845 561 1512

The bidder above mentioned declares and certifies:

- First That the said bidder is of lawful age and the only one interested in this bid and that no one other than said bidder has any interest herein.
- Second That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and
- Third That no member of the Board of Education of Chappaqua Central School District, Chappaqua, New York, nor any officer or employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- Fourth That said bidder has carefully examined the instructions to bidders, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid, and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- Fifth That the prices quoted herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Sixth That the total number of items for which prices are quoted is as listed in the enclosed attachments and the total cost thereof is also listed in those same attachments.

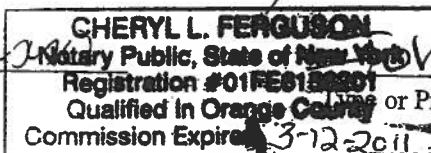
In the event of the failure of the undersigned bidder to perform within the time stated in the schedule or purchase order, as the case may be, the bid deposit made with this bid, or such much thereof as shall be applicable to the unfilled amount of the award made to the undersigned, shall be retained by the Board of Education and the undersigned shall also be liable for and agrees to pay the Board, on demand, the difference between the prices or prices bid and the price or prices for which such items shall be subsequently purchased, less the amount available to the undersigned bidder and no bid may be withdrawn before the expiration of 45 days.

Subscribed and sworn to before me

This 24th day of January, 2011

[Signature]
Signature of Bidder

Cheryl L. Ferguson
Notary Public



John Scandurra
or Print name signed above

BID PROPOSAL CERTIFICATION

FIRM NAME CONKLIN SERVICES & CONSTRUCTION INC

BUSINESS ADDRESS 94 STEWART Ave, Newburgh, NY 12550

TELEPHONE NUMBER 845 561 1512 DATE OF BID 1/24/11

I. General Bid Certification – The bidder certifies that he will furnish, at the prices herein quoted, the material, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

1. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:
Non-collusive bidding certification.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly discussed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly, to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

“(b) A bid shall not be considered for award nor shall award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.”

Authorized Signature [Signature]

Title PRESIDENT / COO

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CHAPPAQUA - NEW YORK
10514

BID OPENING

School Year: 10/11

Number 850

Category: Environmental
Services + Maintenance

Observed by: Jim Elmer
Mike Tomp

Date: 01/24/11

SUBMITTED BIDS OPENED AS FOLLOWS:

	COMPANY	ITEMS	AMOUNTS
1.	Can Klin Services + Construction	1	\$1450.00 per school
	Cost for One Year		
	Time + Material cost for One Year	1	Various Amounts
2.			
	Cost for One Year		
	Time + Material cost for One Year		
3.			
	Cost for One Year		
	Time + Material cost for One Year		
4.			
	Cost for One Year		
	Time + Material cost for One Year		

BID AWARD RECOMMENDATION:

Number of Bids Received: 1

Number of Bids Sent: 8

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CHAPPAQUA - NEW YORK
10514

BID MAILINGS

School Year:

2010-2011

Number

850

Category:

Environmental Services
& Maintenance

Date:

01/21/11

BID INFORMATION MAILED ^{*}OUT AS FOLLOWS:

	COMPANY	DATE SENT
1.	Cen Klin Services + Construction	01/10/11 *
2.	Aarco Environmental Services	01/10/11 0
3.	Orion Construction Corp.	01/10/11 0
4.	Construction Information Systems	01/10/11 0
5.	American Petroleum	01/11/11 0
6.	TMC Services	01/11/11 0
7.	AB Environmental	01/11/11 0
8.	Suburban Restoration	01/19/11 *
9.		
10.		
11.		
12.		
13.		

Number of Bids Sent:

8

* = specs are available on website. Contacted vendor by phone to let them know.

0 = contacted vendor via e-mail to let them know about specs on web site as well as how to print them out.

CHAPPAQUA CENTRAL SCHOOL DISTRICT
CHAPPAQUA - NEW YORK
10514

BID OPENING

School Year: 10/11

Number 850

Category: Environmental Services
+ Maintenance

Analyzed by:

Laura Elmer
Mike Smith

Date:

01/24/11

VENDORS IN ATTENDANCE AS FOLLOWS:

	COMPANY	SIGNATURE OF ATTENDEE
1.	Conklin Services + Const.	Shelley Corrado
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

CHAPPAQUA CENTRAL SCHOOL DISTRICT

BID #850 - ENVIRONMENTAL SERVICES & MAINTENANCE: COST SHEET

1. One lump sump bid for one year of quarterly inspections and updating of PBS books. Quarter/Yearly site inspections will include:
 - TLS Inspection of monitoring systems.
 - Providing of OSHA training and inspections.
 - Supply vac trucks (clean/pump out sumps)
 - Waste disposal
 - Perform review of each school current NYSDEC registration form, inventory records, tank test records for the tanks and piping, as-builts, daily/weekly/monthly inspection records, and cathodic protection records.
 - Perform inspection of the schools underground and aboveground storage tanks regarding overfill protection, stenciling and color coding, leak detection devices on tanks, piping and sumps, secondary containment systems, cathodic protection systems, spills and staining, on-site monitoring wells.
 - In addition, if applicable, any SPDES outfalls, air emission requirements, remedial system, floor drains, general housekeeping and maintenance issues.
 - Will provide on site training to maintain the compliance binder, required record keeping and regulatory compliance.
 - Will provide one (1) Petroleum Bulk Storage (PBS) compliance binder designed for your each of the schools
 - Represent the school in hearings with regulatory agencies.

Cost for One (1) Year:

1,450.00 / School / 5 schools \$7,250.00

2. Time and material costs for work pertaining to PBS tanks at the schools.

Time and Material Cost
for One (1) Year:

ATTACHED



CONKLIN SERVICES & CONSTRUCTION INC.

94 Stewart Avenue · PO Box 7418 · Newburgh, NY 12550
(845) 561-1512 · Fax (845) 561-1204
www.pumpandtank.com

TIME AND MATERIAL RATES Effective January 2011

<u>LABOR</u>	<u>PRICE</u>	<u>UNIT</u>
Electrician	99.00	HOUR
Electronic Technician.....	95.00	HOUR
Environmental Technician	85.00	HOUR
Engineer	109.00	HOUR
Equipment Operator	85.00	HOUR
Field Technician /Laborer.....	70.00	HOUR
Environmental/ Installation Foreman	95.00	HOUR
Geologist	105.00	HOUR
Operating Engineer	95.00	HOUR
Plumber.....	90.00	HOUR
Project Manager	95.00	HOUR
Safety Coordinator	80.00	HOUR
Service Technician.....	95.00	HOUR
Spill Coordinator (Off Site)	60.00	HOUR
Spill Supervisor	99.00	HOUR
Tank Tester	85.00	HOUR
Report Processor.....	45.00	HOUR
Vac Operator	95.00	HOUR
Welder.....	95.00	HOUR
 <u>VEHICLES</u>		
Spill Response Truck	55.00	HOUR
Utility Truck	35.00	HOUR
Rack Truck w/Liftgate	45.00	HOUR
Vacuum Truck	60.00	HOUR
Bucket Truck	60.00	HOUR
Pumper Truck (Small Pump)	55.00	HOUR
Dump Truck (Dual Axle)	55.00	HOUR
Dump Truck (Tri Axle)	65.00	HOUR
Tractor	65.00	HOUR
Geo Probe Truck	85.00	HOUR
Boom Truck	70.00	HOUR
Light Duty Vehicle (Van, Blazer, Pick-Up)	35.00	HOUR
All Terrain Vehicle	125.00	DAY
Roll Off Truck.....	85.00	HOUR
<u>MILEAGE</u>	1.40	per mile

TRAILERS

	<u>PRICE</u>	<u>UNIT</u>
Dump Trailer	40.00	HOUR
Container (20 cu. yd.)	60.00	DAY
Low Boy Equipment Trailer	50.00	HOUR
Drill 2" (BobCat Attachment)	45.00	HOUR
Storage Tank Trailer (7,000 gallons)	35.00	HOUR
Oil/Water Separator Trailer	Quoted for Each Application	

HEAVY DUTY EQUIPMENT

Backhoe (Small)Kubota.....	75.00	HOUR
Backhoe (JD 510,410,310)	99.00	HOUR
Excavator...(PC 120).....	130.00	HOUR
New Holland (Bobcat)	55.00	HOUR
Bulldozer	70.00	HOUR
Crane.....	75.00	DAY
Fork Lift	70.00	DAY
Front End Loader (Large)	85.00	HOUR
Street Sweeper	55.00	HOUR
Large Excavator...(210).....	185.00	HOUR

EQUIPMENT

Spill Buddy.....	40.00	DAY
Air Compressor /Air Hammer.....	25.00	HOUR
Cement Mixer (Portable)	75.00	DAY
Chain Saw	45.00	DAY
Diaphragm Pump 3"	95.00	DAY
Explosion Proof Fan	50.00	DAY
Generator	75.00	DAY
Steam Pressure Washer	110.00	DAY
Recovery Tank 500 Gallon (Skid Tank)	35.00	DAY
Recovery Tank 1000 Gallon (Skid Tank)	40.00	DAY
Rock Breaker (Hydraulic) w/out Backhoe	50.00	HOUR
Welder (Portable)	35.00	HOUR
Wet/Dry Shop Vacuum	45.00	DAY
Transfer Pump	20.00	HOUR
Sweeper	150.00	DAY
Jackhammer.....	45.00	DAY
Core drill.....	75.00	DAY

INSTRUMENTS AND SAMPLING EQUIPMENT

Combustible Gas/O2 Meter	55.00	DAY
Explosion Meter (LeL Only)	40.00	DAY
Photo Ionization Detector	120.00	DAY
Survey Transit & Rod	90.00	DAY
Underground Utility Detector	90.00	DAY

Gas Meter.....	60.00	DAY
Halogen Test Kit.....	35.00	Each

PERSONAL PROTECTIVE EQUIPMENT

	<u>PRICE</u>	<u>UNIT</u>
Level A ** (Fully Encapsulated, w/Air)	700.00	DAY
Level B1 ** (Chemical Resistant Suit w/Air)	325.00	DAY
Level B2 ** (Tyvek Suit w/Air or SCBA)	340.00	DAY
Level C (Full Face Respirator w/set of Cartridges)	80.00	DAY
Level D (Protective Suit Only)	50.00	DAY

** Includes 1 bottle of air

* Includes 1 bottle of air & (2) protective suits

REPLACEMENT OR ADDITIONAL ITEMS:

Air Bottles for SCBA	32.00	EACH
Air Bottles for Inline Air	40.00	EACH
Boots	30.00	PAIR
Boot Covers (HAZ-MAT)	15.00	PAIR
Neoprene Gloves	15.00	PAIR
PVC Gloves	3.50	PAIR
Respirator Cartridges	18.00	CHNGE
Safety Harness	25.00	DAY
Saranex Suit	28.00	EACH
Tyvek Suit	15.00	EACH
Site Traffic Control (Cones, Barricades, Etc.)	45.00	DAY

MATERIALS & SUPPLIES

Bailer (Disposable)	8.50	EACH
Bailer (PVC)	52.50	EACH
Caution Tape	16.50	ROLL
Drum, Metal 17H (Open Head) 55 gallons	46.00	EACH
Drum, Metal 17C (Open Head) 55 gallons	55.00	EACH
Drum, Plastic (Open Head) 55 gallons	59.00	EACH
Drum, Overpack (Plastic) 85 gallons	230.00	EACH
Drum Liner (55 gallons)	7.50	EACH
Labels, Waste	1.00	EACH
Polyethylene Sheeting (6 Mil)	92.00	ROLL
Speedy Dry	8.50	BAG
Tape, 2" Duct	6.50	ROLL
Biosolve	30.00	GAL
Sonic Interface Tape.....	100.00	DAY
Simple Green.....	13.00	GAL

OIL ABSORBENTS

Pads 100 (17" x 19" x 3/8")	81.00	BALE
Pads 200 (17" x 19" x 3/16")	83.00	BALE
Pillows (10 - 14" x 25")	88.00	BALE
Sweep (100' x 19")	88.00	BALE
Booms (4 - 10' x 8")	191.00	BALE
Booms (4 - 10' x 5")	105.00	BALE
Blankets (150' x 36")	120.00	ROLL
Containment Boom (6" dia. w/12" Skirt)	5.00	FT/WK

DISPOSAL

Oil Soaked Debris/Soils	195.00	55 GAL DM
Tank Bottoms Fuel	175.00	55 GAL DM
Tank Bottoms Gas	175.00	55 GAL DM
Spent Carbon/Petroleum	285.00	55 GAL DM
Antifreeze	225.00	55 GAL DM
Waste Oil	195.00	55 GAL DM
Waste Gasoline	165.00	55 GAL DM
Oil/Gasoline Mixture (Non- Haz)	245.00	55 GAL DM

Oil Water (Bulk Vac Truck)	1.00	per gallon
Gas Water (Bulk Vac Truck)	1.25	per gallon
Oil/Gas Mixture (Bulk Vac Truck)	1.95	per gallon

Certifications:

TLS Certification	450.00	Monitoring Unit
Cathodic Protection Testing	295.00	Tank
Tank Tightness Testing	750.00	Tank
Stage II Testing & Certification	495.00	Location

TIME & MATERIAL STIPULATIONS

ALL PROJECTS ARE SUBJECT TO A FOUR (4) HOUR MINIMUM.

MONDAY THROUGH FRIDAY, ALL LABOR BEFORE 8:00 A.M. AND AFTER 4:30 P.M. WILL BE CHARGED AT TIME AND ONE HALF THE HOURLY RATE.

SATURDAY LABOR WILL BE CHARGED AT TIME AND ONE HALF ALL DAY.

SUNDAY AND HOLIDAY LABOR WILL BE CHARGED AT DOUBLE TIME.

ITEMS WITH A DAILY COST ARE FOR AN EIGHT HOUR DAY. PROJECTS EXCEEDING THE EIGHT HOURS WILL BE CHARGED AT ONE EIGHTH OF THE RATE FOR EACH HOUR OVER EIGHT.

ALL LABOR AND EQUIPMENT WILL BE BILLED ON A PORTAL TO PORTAL BASIS.

ALL ITEMS NOT LISTED WILL BE CHARGED AT INVOICE PLUS 20%.

EQUIPMENT CONTAMINATED OR DAMAGED BEYOND REPAIR WILL BE CHARGED AT ACTUAL REPLACEMENT COST PLUS 20%.

ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON WASTES WILL BE BILLED AS AN ADDITIONAL ITEM.

A 7% RECYCLING SURCHARGE WILL BE ADDED ON TO DISPOSAL COSTS.

SAMPLE ANALYSIS AND DISPOSAL PRICING WILL BE QUOTED ON A CASE-BY-CASE BASIS.

PAYMENT TERMS ARE DUE UPON RECEIPT WITH PRIOR CREDIT APPROVAL. SERVICE CHARGES OF 2.0 PERCENT MAY BE IMPOSED ON BALANCES OVER THIRTY (30) DAYS.

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

ALL NYS PREVAILING WAGE (PW) RATE PROJECTS WILL BE SUBJECT TO A 20% MARKUP ONTO ALL PW LABOR RATES.

CSC ENCOURAGES ANYONE WHO DOES NOT UNDERSTAND THE TERMS AND/OR CONDITIONS OF THE TIME AND MATERIAL RATES TO CONTACT OUR OFFICE AT (845) 561-1512 FOR FURTHER CLARIFICATION.

CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

BID #850: ENVIRONMENTAL SERVICES & MAINTENANCE

PREVAILING RATE CERTIFICATION

The bidder agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the District as well as to establish which of the those workers involved in any part of a contract for the District are required by law to receive said rates.

The bidder certifies that all personnel working on any project or any part of any project under this contract will be paid the prevailing rate or above in accordance with the current New York State Labor Laws in effect during the course of the contract. This includes all owners, partners and other management and other employees as required.

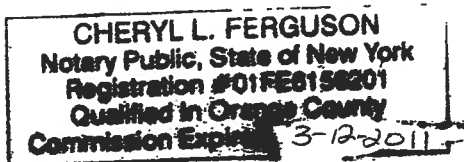
Subscribed and sworn to before me

This 24th day of January 2011

Cheryl L. Ferguson
Notary Public

[Signature]
Signature of Bidder

JOHN SCANDURRA PRESIDENT
Type or Print name signed above



NOTICE TO BIDDERS
CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

The Board of Education of the Chappaqua Central School District, hereby invites submission of bids for:

BID # 850

Environmental Services & Maintenance

The Chappaqua Central School District is looking for vendors to provide environmental services to the following five (5) buildings:

Roaring Brook Elementary School, 530 Quaker Road, Chappaqua NY 10514

Westorcharde Elementary School, 25 Granite Road, Chappaqua, NY 10514

Robert E. Bell Middle School, 50 Senter Street, Chappaqua, NY 10514

Seven Bridges Middle School, 222 Seven Bridges Road, Chappaqua, NY 10514

Horace Greeley High School, 70 Roaring Brook, Road, Chappaqua, NY 10514

Sealed bids will be received until **January 21st, 2011 by no later than 2:00pm** at the Purchasing Office, Education Center, 66 Roaring Brook Road, Chappaqua, New York – mailing address: Chappaqua Central School District, P.O. Box 21, Chappaqua, New York 10514-at which time and place all bids will be opened and read publicly. Specifications and Bid Forms may be obtained at the Chappaqua address above on any weekday between the hours of 9:00 am and 4:00 pm. If further information is needed, call the Purchasing Office at 914 238-7213.

The Board of Education reserves the right to reject any and all bids which do not seem to be in the best interest of the School District. A bidder may be disqualified from receiving awards if such bidder or anyone in his or her employ has previously failed to perform satisfactorily on connection with public bidding or contracts.

All bids must be submitted, upon the forms furnished by the District, addressed to Chappaqua Central School District, c/o Mr. Mike Trnik, Purchasing Agent, at the address listed on the previous page and shall be enclosed in a sealed envelope marked "Bid #850: Environmental Service and Maintenance Contract" and shall be accompanied by a Bid Bond or certified check made payable to Board of Education, Chappaqua Central School District, in the amount of 5% of the bid as a guarantee that the bidder will enter into a contract if it be awarded to him. Please note: Last page of general bid document packet must be signed or bid will not be accepted.

The successful bidder will be required to execute Contract. A violation of this provision or failure to comply with the notice/intent of award, the bidder shall be required to forfeit his Bid Bond or certified check as liquidated damages for this breach of contract. Unsuccessful bidders shall have their checks returned to them within fifteen (15) days of Contract Award.

Attention of Bidders is particularly called to Section 103-d of the General Municipal Law of New York on non-collusive bidding and to the requirements as to the conditions of employment to be observed and prevailing wage rates to be paid under this contract.

The District reserves the right to reject any and all bids. The price submitted shall be exclusive of Federal, State and Local taxes since Chappaqua Central School District is a tax exempt entity.

Copies of permits, and proof of insurances, and other listed requested information must be submitted with the bid. Failure to submit this information with the bid will result in having the bid thrown out.

All work must be performed by the Bidder and may not be sub-contracted out.

If this proposal is accepted, the undersigned agrees to enter into the Contract in the form contained in the Contract document within 10 days of the Intent to Award date. The Contractor shall provide all required insurance coverages with Chappaqua Central School District named as additionally insured and held harmless against any defects in workmanship or materials. The Contractor must hold a minimum of **\$25 million liability insurance coverage**. In addition, the Contractor must provide separate proof of New York State Worker's Compensation and New York State Disability.

Bidder Instructions

Bidders Responsibility

The submission of a Proposal acknowledges that the Bidder has examined the sites and taken into consideration all items which affect work.

Discrepancies or Omissions

Bidders discovering discrepancies, errors, or omissions in the Contract Documents or who are unclear with respect to the meaning or intent of the Bid Documents are directed to notify the District in writing. The District will respond in writing; issuing an addendum or interpretation to all Bidders.

Preparations of Bids

Each Bid shall be submitted at the time and place set forth in the Notice to Bidders on the Proposal Forms provided. All blank spaces therein shall be completely filled in with ink or typewriter.

Local and State Laws and Regulations

The Bidder's attention is directed to the fact that all applicable State and local laws, rules and regulations shall apply to the Contract throughout, and they are assumed to be included in these specifications as of they were written in full

Vendor Requirements

Vendor must be certified by the manufacturer to conduct testing, inspection, and service of facility equipment.

Vendor will provide qualified technicians that can troubleshoot, diagnose problems and make necessary repairs.

Vendor must be capable of supplying and installing replacement parts for all equipment as required.

A written report for each inspection, testing and maintenance service performed must be completed for each location.

Vendor Requirements (Continued)

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220-d of the New York State Labor Law and are responsible for paying all applicable prevailing wage rates throughout the length of the contract. The successful bidder will be required to submit certified payrolls with every invoice.

A verified statement of payment of prevailing wage rates must be submitted to the District in order for payment to be made.

Contract Period is for one (1) year. Services must be performed as indicated either monthly, quarterly, or annually.

Option to Extend Term of the Contract

1) Chappaqua Central School District has the option of extending or renewing this contract for a period not to exceed two (2) additional one (1) year periods at a price not to exceed the respective annual April 2012 and April 2013 consumer price indices (CPI NY, Northern NJ Area)

2) Said renewal option shall be deemed to have been exercised upon formal written notification to the Contractor fifteen (15) calendar days prior to the expiration of the initial term of the contract or of the first extension thereof, provided that the Purchasing Agent shall have given preliminary notice of the Chappaqua Central School District's intention to renew at least thirty (30) calendar days before this contract is to expire. (Such preliminary notice will not be deemed to commit the Chappaqua Central School District to exercise the option)

3) If the School District exercises the option for the first additional one (1) year period, the contract as renewed shall be deemed to include the option provision for the second additional one (1) year period. However, the total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years

CHAPPAQUA CENTRAL SCHOOL DISTRICT
66 ROARING BROOK ROAD
P.O. BOX 21
CHAPPAQUA, NEW YORK 10514

**BID #850: ENVIRONMENTAL SERVICES AND
MAINTENANCE**

SEALED BID CHECKLIST

**LIST OF REQUIRED ITEMS TO BE CHECKED OFF AND
INCLUDED IN SEALED BID ENVELOPE**

- 1) ☒ COMPLETED COST SHEET
- 2) ☒ PROPOSAL AND FORMS MUST HAVE A CORPORATE SEAL AFFIXED TO THEM.
- 3) ☒ BID BOND OR CERTIFIED CHECK MADE PAYABLE TO THE CHAPPAQUA CENTRAL SCHOOL DISTRICT IN THE AMOUNT OF 5% OF THE BID AMOUNT.
- 4) ☒ COMPLETED AND SIGNED BID PROPOSAL CERTIFICATION SHEET
- 5) ☒ COMPLETED, NOTARIZED & SIGNED BID FORM AND SPECIFICATIONS SHEET LOCATED ON THE LAST PAGE OF THE GENERAL BID PACKET.
THIS PAGE MUST BE NOTARIZED OR BID WILL NOT BE ACCEPTED.
- 6) ☒ COPY OF 25 MILLION DOLLAR INSURANCE NAMING THE DISTRICT AS ADDITIONALLY INSURED.
- 7) ☒ PROOF OF CERTIFIED PAYROLL
- 8) ☒ COMPLETED PREVAILING WAGE SCHEDULE PROVIDED BY NEW YORK STATE. THE SCHEDULE IS AVAILABLE ON THE DEPTMENT OF LABOR'S WEB SITE AT www.labor.state.ny.us. PLEASE SPECIFICALLY LOOK UNDER PRC #2011000112 FOR WESTCHESTER COUNTY.
- 9) ☒ COMPLETED, NOTARIZED & SIGNED PREVAILING WAGE CERTIFICATION FORM.

**ALL ITEMS ON THIS LIST MUST BE SUBMITTED IN SEAL
BID ENVELOPE OTHERWISE BID CANNOT BE ACCEPTED.**

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/12/2010

PRODUCER (973) 890-0900 FAX: (973) 812-9860

C&H AGENCY

North Riverview Drive

P.O. Box 324

Totowa

NJ 07511

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Conklin Services & Construction, Inc.

94 Stewart Avenue

Newburgh, NY 12550

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Chartis Specialty Ins.Co.

INSURER B: Commerce and Industry Co.

INSURER C: NY State Insurance Fund

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY				
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	PROP2719818			EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		<input checked="" type="checkbox"/> XCU Included	INCLUDES POLLUTION &	10/17/2010	10/17/2011	MED EXP (Any one person) \$ 25,000
		<input checked="" type="checkbox"/> Contractual	PROFESSIONAL LIABILITY			PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY				
		<input checked="" type="checkbox"/> ANY AUTO	CA 9343685	10/17/2010	10/17/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				
		<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY				
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE	PROU2719293	10/17/2010	10/17/2011	AGGREGATE \$ 10,000,000
		<input checked="" type="checkbox"/> RETENTION \$10,000				\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	G1465857-9	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	**FOR REFERENCE ONLY**			E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below	SEPARATE CERTIFICATE TO FOLLOW			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Chappaqua Central School District is included as Additional Insured with respect to all operations performed by or on behalf of the Named Insured but only if required by a written and signed contract.

CERTIFICATE HOLDER

Chappaqua Central School District
66 Roaring Brook Road
P.O. Box 21
Chappaqua, NY 10515

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Culnen/LORI